

PROCEEDINGS OF THE GREEN COUNTY BOARD OF SUPERVISORS

August 10, 2021

County Boardroom, Green County Courthouse, 1016 16th Ave, Monroe, WI

Arthur Carter, Chair, called the meeting to order at 7:00 p.m.

The Clerk read the roll call with 26 present and 5 absent being Gundlach, Hartwig, Lonien, Maresch and Withee

The Board recited the Pledge of Allegiance.

Motion by Rufenacht, seconded by Neuenschwander to approved the July 13, 2021, minutes.

Motion carried by a unanimous voice vote.

Judge James R. Beer was recognized for his retirement and was presented with a Certificate of Achievement.

Newly-elected Judge Faun Phillipson was introduced to the Green County Board of Supervisors.

Victoria Solomon, Cara Carper and Sherri Hawkins gave a brief statement on ARPA.

Mark O'Connell and Dale Knapp of the Wisconsin Counties Association gave a presentation on ARPA (American Rescue Plan Act).

Resolution 8-1-21

Resolution Providing for the Sale of Not to Exceed

\$2,435,000 General Obligation Bonds or Promissory Notes

WHEREAS, on August 13, 2019, the County Board of Supervisors of Green County, Wisconsin (the "County") adopted, by a vote of at least 3/4 of the members-elect, an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$11,485,000 for the public purpose of financing capital projects, consisting of installation of a chiller and related energy efficiency projects at Pleasant View Nursing Home; acquisition of equipment for and installation of a new County-wide public safety radio system; and installation of a new roof, a chiller and a fire suppressant system and maintenance and repairs to equipment and buildings at the Courthouse and Justice Center (the "Initial Resolution");

WHEREAS, the County has previously issued \$9,050,000 aggregate principal amount of general obligation bonds and promissory notes authorized by the Initial Resolution;

WHEREAS, it is necessary and desirable that general obligation bonds or promissory notes in an amount not to exceed \$2,435,000 now be issued pursuant to the Initial Resolution to finance projects at the Courthouse and Justice Center authorized by the Initial Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. The Obligations. The County shall issue general obligation bonds or promissory notes authorized by the Initial Resolution (the "Obligations") in an amount not to exceed \$2,435,000.

Section 2. Sale of the Obligations. The County Board of Supervisors hereby authorizes and directs that the Obligations be offered for public sale. At a subsequent meeting, the County Board of Supervisors shall consider such bids for the Obligations as may have been received and take action thereon.

Section 3. Notice of Sale. The County Clerk (in consultation with the County's financial advisor, PFM Financial Advisors LLC ("PFM")) is hereby authorized and directed to cause the sale of the Obligations to be publicized at such times and in such manner as the County Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the County Clerk may determine.

Section 4. Official Statement. The County Clerk (in consultation with PFM) shall also cause an Official Statement to be prepared and distributed. The appropriate County officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded August 10, 2021.

SIGNED: Arthur Carter ATTEST: Arianna Voegeli
 Chairperson County Clerk

Motion by Guth, seconded by Sass to approve Resolution 8-1-21. Motion carried by a unanimous voice vote.

Veterans Service Officer Clayton Ruegsegger presented the Veterans Service Office annual report. Motion by Furgal, seconded by Blumer to accept the report. Motion carried by a unanimous voice vote.

ORDINANCE 21-0801

Ordinance Rezoning Parcel in Town of Clarno

WHEREAS, the Green County Board of Supervisors has adopted the Green County Land Use and Zoning Ordinance; and

WHEREAS, the Green County Land Use and Zoning Committee has been petitioned to rezone a certain parcel of land from agricultural to commercial; and

WHEREAS, the Green County Land Use and Zoning Committee held a public hearing on the Petition on July 12, 2021, and has taken into consideration all of the testimony heard at such public hearing; and

WHEREAS, it is the recommendation of the Green County Land Use and Zoning Committee that the land area described below be rezoned from agricultural to commercial.

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors in legal session assembled, that the following described parcel of land be rezoned from agricultural to commercial, to-wit:

Certified Survey Map No. 5419

That part of the Northeast ¼ of the Northeast ¼ of Section 18, Town 1 North, Range 7 East, Town of Clarno, Green County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Section 18; thence S01°08'10"E along the East line of Section 18, 890.00' to the point of beginning; thence S01°08'10"E, 30.00'; thence S88°51'50"W, 264.00'; thence N01°08'10"W, 84.00'; thence N88°51'50"E, 101.00'; thence N01°08'10"W, 53.00'; thence N88°51'50"E, 113.00'; thence S01°08'10"E, 107.00'; thence N88°51'50"E, 50.00' to the point of beginning; subject to a public road right of way as shown and to any and all easements of record.

and

BE IT FURTHER ORDAINED that this amendment shall not take effect until more than 40 days after the adoption of the Ordinance by the County Board unless the Town affected files a Resolution with the County Clerk approving the Ordinance, then said Ordinance shall become effective upon the filing of the Resolution of the Town approving the same with the County Clerk; and

BE IT FURTHER ORDAINED that this Ordinance shall be published in the official newspaper of the County.

SIGNED: LAND USE AND ZONING COMMITTEE:

Barb Krattiger, Chair Mark Gundlach, Vice-Chair

Nick Hartwig Sue Nelson

Dennis Schwartz

Motion by Krattiger, seconded by Olson to approve Ordinance 21-0801. Motion carried by a unanimous voice vote.

ORDINANCE 21-0802

Modification to County Board Procedures

WHEREAS, the Green County Resolutions, Legislative and Judicial Committee has general supervision over County Board procedures; and

WHEREAS, after review of the Green County Code, the Green County Resolutions, Legislative and Judicial Committee has indicated that the Green County Code is in need of updating; and

NOW, THEREFORE, BE IT ORDAINED by the Green County Board of Supervisors, in legal session assembled, that the following Title 1, Section 5 of the Green County Code be modified as follows:

1-5-2-2: ATTENDANCE

It is the policy of the Board that the meetings of the Board and its committees should be attended in person if at all possible. However, it is understood that sometimes a member can only attend via electronic or other remote means. When circumstances prevent a member from physically attending a meeting of the Board or one of its committees, the Board or Committee Chair may allow, not more than twice during a calendar year, a member of the Board or Committee to participate in a public meeting via electronic or other remote means. If the appearance is allowed the member must also notify the County Clerk as soon as possible. As long as the member's electronic or remote appearance complies with the Wisconsin Open Meetings Law and other applicable law, if any, the member's appearance counts toward a quorum and he or she shall be allowed to participate in the meeting as if he or she were physically present.

1-5-2-23: BUSINESS TO BE CONDUCTED

1-5-2-34: RULES OF ORDER AND VOTING PROCEDURES

1-5-2-45: BOARD MEETING AGENDA

SIGNED: RESOLUTIONS, LEGISLATIVE AND JUDICIAL COMMITTEE:

Roger Truttmann, Chair Dennis Schwartz

Mike Furgal

Motion by Truttmann, seconded by Furgal to approve Ordinance 21-0802.

Motion by Hoesly, seconded by Snow to amend Ordinance 21-0802 to eliminate “**not more than twice during a calendar year.**” Motion carried with 23 ayes and 3 nays being Krattiger, Schwartz and Williams.

Motion carried to approve Ordinance 21-0802 with 23 ayes and 3 nays being Krattiger, Schwartz and Williams.

RESOLUTION 7-2-21

**Code Enforcement Services Agreement Between the
Town of Decatur and County of Green**

WHEREAS, the Town of Decatur recognizes the need to provide code enforcement services to the residents of the Town of Decatur; and

WHEREAS, the Green County Law Enforcement Committee is in support of entering into an enforcement agreement with the Town of Decatur; and

WHEREAS, the County agrees to provide code enforcement services to the residents of the Town of Decatur; and

WHEREAS, the County and the Town of Decatur determined that each would benefit from an intergovernmental agreement whereby the County provides code enforcement services to the Town; and

WHEREAS, pursuant to Section 66.0301 of the Wisconsin Statutes, the County and Town of Decatur are able to contract with one another for code enforcement services on the terms and conditions enumerated in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Green County Board of Supervisors, in legal session assembled, in consideration of the mutual promises, covenants, conditions, and obligations as set forth in the agreement between the Town of Decatur and County of Green, a copy of which is attached hereto and made a part hereof by reference.

SIGNED: LAW ENFORCEMENT & PUBLIC SAFETY COMMITTEE:

Richard Thoman, Chair Joe Snow, Vice-Chair

John Bernstein Alex Lonien

Aaron Withee

REVIEWED AND APPROVED BY:

Richard Thoman, Chair	Arthur Carter	Brian Bucholtz
Law Enforcement and	County Board Chair	Corporation Counsel
Public Safety Committee		

**CODE ENFORCEMENT SERVICES AGREEMENT BETWEEN
THE TOWN OF DECATUR AND COUNTY OF GREEN**

This Agreement ("Agreement") is made and entered into this 11th day of August, 2021 by and between the Town of Decatur ("Town"), 1408 14th Street, Brodhead, Green County, Wisconsin, and the Green County Sheriff's Department ("County"), 2827 6th Street, Monroe, Wisconsin.

In consideration of the mutual promises, covenants, conditions, and obligations as set forth herein the County and the Town agree as follows:

1. The Town already relies on the County for its general policing needs. The Town shall further rely on the County for enforcement of Chapter 32 of the Town's Municipal Code regarding ATV/UTV usage on Town roads, which includes the issuance of citations using forms supplied by the County and the completion of all necessary reports documenting said ordinance violations.
2. All citations issued by County officers for enforcement of Chapter 32 of the Town's Municipal Code shall be prosecuted in Green County Circuit Court. The Green County District Attorney's office shall be responsible for providing a prosecuting attorney for all such matters. All forfeitures received as a result of the prosecution of such citations shall be paid to the County.
3. The County Sheriff ("Sheriff") shall have supervisory control over the personnel providing code enforcement services under this agreement. The Sheriff shall retain final authority to make decisions as to the manner in which the enforcement services are rendered under this Agreement. In performing their duties pursuant to this Agreement, County personnel shall be considered employees of the County and the County shall be responsible for all actions of County officers in the performance of their duties.
4. The Town may request enforcement services on an as needed basis by calling the County directly to request said services. Additionally, the County may independently investigate any potential code violations of Chapter 32 of the Town's Municipal Code that they are made aware of or observe during any routine patrolling of the Town.
5. The Town shall provide the County with a copy of Chapter 32 of the Town's Municipal Code. Should the Town amend this Chapter, the Town shall promptly provide copies of said amendments to the County.
6. The Town may request from the County Sheriff monthly activity reports documenting County activity within the Town related to enforcing Chapter 32 of the Town's Municipal Code and may further request copies of all citations issued and any accompanying reports related to enforcing Chapter 32 of the Town's Municipal Code.
7. The term of this Agreement shall be from the date of the approval of this Agreement by the Town and County to December 31, 2021. This Agreement shall automatically renew every subsequent calendar year for one year unless terminated. Either party may terminate this Agreement by providing the other party with three months prior written notice of its intent to terminate the Agreement.
8. The Town shall provide a liaison to the County Sheriff to assist the County with its enforcement services.
9. The Town shall defend, hold harmless and indemnify the County, Sheriff, officers, and employees of the County for any claim brought against them or any of them founded in or growing out of the negligence or improper act of the Town or conduct of any official, agent or employee of the County.

10. The County shall defend, hold harmless and indemnify the Town, its officers and employees for any claim brought against them or any of them founded in or growing out of the negligence or improper act of the Sheriff and assigned officers.
11. Neither of the parties shall assign any interest in the Agreement without the express written consent of the other party, which consent may be withdrawn at their sole discretion.
12. The entire agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
13. All notices or other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand or by mail addressed as follows:
 County: Green County Sheriff
 2827 6th Street
 Monroe, Wisconsin 53566
 Copy to: County Clerk
 1016 16th Avenue
 Monroe, Wisconsin 53566
 Town: Town Chair
 1408 14th Street
 Brodhead, Wisconsin 53520
14. This Agreement shall only be amended in writing and signed by both parties. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
15. This Agreement shall be governed by the laws of the State of Wisconsin with venue being in Green County.

IN WITNESS WHEREOF, Green County, Wisconsin, by its County Board of Supervisors has caused this agreement to be signed by Mr. Arthur Carter, its Chairman, and Ms. Arianna Voegeli, its County Clerk, and Mr. Jeff Skatrud, its Sheriff, this 10th day of August, 2021, and an impression of its official seal to be affixed hereto.

COUNTY OF GREEN

BY: Arthur Carter, Chairman
 BY: Arianna L. Voegeli, Clerk
 BY: Jeff Skatrud, Sheriff

IN WITNESS WHEREOF, the Town of Decatur, Green County, Wisconsin, by its Town Board of Supervisors has caused this agreement to be signed by Mr. Allen Schneider, its Chairman, and Ms. Cindy McKeown, its Town Clerk, this _____ day of _____, 2021, and an impression of its official seal to be affixed hereto.

TOWN OF DECATUR

BY: Allen Schneider, Chairman
 BY: Sandra K. McManus, Clerk

Approved by the Green County Board of Supervisors on August 10, 2021, and the Town Board of Decatur on May 19, 2021.

Motion by Thoman, seconded by Snow to approve Resolution 7-2-21. Motion carried by a unanimous voice vote.

Motion by Thoman, seconded by Sass to continue with the Emergency Proclamation until the next county board meeting. Motion carried by a unanimous voice vote.

The Highway annual report was distributed.

County Clerk Arianna Voegeli updated the board on the upcoming redistricting.

Motion by Mandel, seconded by Torkelson to appoint Chris Narveson as Highway Commissioner for a two-year term. Motion carried by a unanimous voice vote.

Motion by Guth, seconded by Borowski to appoint the following to the Broadband Ad Hoc committee: Ryan Camron, Green County IT Director; Rob Sommers, Green County Land Information Officer; Cara Carper, Green County Development Corporation Executive Director; Jody Hoesly, Green County Board Supervisor; Jane Curran-Meuli, Monroe Clinic and Kathy Pennington, Brooklyn Town Chair. Motion carried by a unanimous voice vote. There were no travel requests for the board's consideration.

Motion by Bernstein, seconded by Boll to adjourn at 8:45 pm. Motion carried.

STATE OF WISCONSIN)

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COUNTY OF GREEN)

I, Arianna L. Voegeli, County Clerk, in and for said County, do hereby certify that the above and foregoing is a true and correct copy of the proceedings of the County Board of Supervisors of Green County, Wisconsin, on their meeting of August 10, 2021, A.D.

Arianna L. Voegeli
Green County Clerk